GOVERNMENT OF MYSORE

FOOD, CIVIL SUPPLIES AND LABOUR DEPARTMENT

Labour Dispute.—Industrial Dispute between the Workmen and the Management of Precision Engineers (Rightaid) (Orient) Private Ltd., Doorvaninagar, Bangalore-16. Award of the Industrial Tribunal, Bangalore, published.

Read the following papers :

(i) Letter No. I.T. 1274/68-69, dated the 27th December 1968 from Shri B. M. Jayamahadeva Prasad, Presiding Officer, Industrial Tribunal, Bangalore.

BEFORE THE INDUSTRIAL TRIBUNAL IN MYSORE, BANGALORE.

Dated 27th December 1968.

PRESENT :

Sri B. M. Jayamahadeva Prasad, B.A., B.L., *Presiding Officer.*

I. D. No. 62 of 1967.

First Party—

Workmen of Precision Engineers (Rightaids) (Orient) Private Ltd., Doorvaninagar, Bangalore-16.

Vs.

Second Party—

Management of Precision Engineers Rightaids (Orient) Private Ltd., Doorvaninagar, Bangalore-16.

APPEARANCES :

For the I Party—Sri K. Subba Rao, Advocate, Bangalore.
For the II Party—Sri T. K. Chandrasekhar, Manager of the II Party concern.

REFERENCE :

G.O. No. FCL 607 LLD 67, Bangalore, dated 6th September 1967.

AWARD.

This is an industrial dispute between the workmen and management of Precision Engineers Rightaids (Orient) Private, Ltd., Doorvaninagar, Bangalore-16, with regard to providing of transport facilities or payment of Conveyance allowance to every employee, supply of uniforms, shoes and milk, payment of attendance bonus and festival advance and cancellation of the orders of suspension passed against Sriyuths Mari and Hanumantha.

2. The Government of Mysore, in exercise of the powers conferred upon them under Section 10(1)(*d*) of the Industrial Disputes Act, 1947, by their order No. FCL 607 LLD 67, dated 6th September 1967, referred the aforesaid dispute to this tribunal for adjudication, the points of dispute being :—

"Are the workers of Precision Engineers, Doorvanimagar, Bangalore-16, entitled to the demands mentioned below or to any other relief ?

(1) The Management shall provide transport facilities to the employees to go to the factory from their places of residence and back, or pay conveyance allowance of Rs. 15 per month to every employee.

(2) Since discrimination is being made in respect of providing uniforms to the employees of the companies, the workers demand that the workers who are not being given uniforms at present shall also be given uniforms.

(3) The workers employed in the following sections of Precision Engineers and Rightaids shall be given half a litre of pure milk per day as they are engaged to do work which warrants extra nutrition.

(1) Plating, (2) Polishing, (3) Compression moulding and die casting and (4) (Precision Engineers) and (5) Powder and Cream mixing (Rightaids).

(4) The workers employed in the following sections shall be provided with one pair shoes per year :

Polishers, Platers, Workers of Compression Moulding, Die casting section, Tool Room, Watch and Ward, Drivers, Boilermen Sheet Metal, Stores and all workers of Ponds and workers employed in Press.

(5) Attendance Bonus equivalent to two days wages shall be paid to all employees for regular attendance with a tolerance of two days absence with leave.

(6) All employees shall be paid Festival advance equivalent to one months wages inclusive of D.A. to be recovered in twelve monthly instalments for any one of the festivals the workers may choose.

(7) The Management shall discontinue the harassment of workers by issuing charge sheets and warning notices on false and frivolours grounds which has created unrest among the workers. And the Management shall immediately cancel the orders of suspension passed against Sri Mari and Hanumantha and pay them the wages for the period of suspension."

3. The cause of the aggrieved workmen has been sponsored and espoused by the Precision Engineers and Rightaids (Orient) (P) Ltd., Employees' Union, Arcot Srinivasachar Street, Bangalore-2. This Union as representing the workmen is the I Party and the Management of Precision Engineers and Rightaids (Orient) (P) Ltd., Doorvaninagar, Bangalore-16, is the II Party in these proceedings.

4. After the Reference was received from the Government, the same was registered as I.D. No. 62 of 1967 and the parties were notified to submit their pleadings. In response to the notices issued by this tribunal, the Union representing the I Party Workmen, submitted its statement of claims on 10th November 1967 supporting the various demands listed in the Order of Reference, and the management of the II Party Company filed its counter statement resisting each of the demands made by the Union. The I Party Union also filed its replay on 13th February 1968.

5. In the statement of claims, the I Party Union has averred that the Precision Engineers is an Engineeing concern employing about 350 workers and engaged in the manufacture of 'Prestige' Cookers of various sizes, aluminimum utencils, tooth brushes, etc. The Products of this company are popular and have a very good demand in the Market throughout India and the company is very prosperous and is making huge profits. Rightaids (Orient) Private, Ltd., is engaged in the manufacture of cosmatics such as Ponds Powder, Cream and Snow, etc. The products of this company, being of common daily use, are also verey popular. This company is employing about 150 workers and is making huge profits. It is alleged that both the above companies are under the same management and the workmen employed in these two concerns have a common Union and in the past the conditions and terms of service such as wages, D.A., etc., were being settled under a common agreement. Though the workmen have contributed their very best for the Prosperity of the above said two companies, the working and living

conditions in these two concerns are very miserable and the management has taken a very hostile attitude towards the workmen for their trade union activities, particularly after the submission of the character of demands dated 11th Febuary 1967, and some of the leaders of the Union have been subjected to harassment and victimisation as the Union did not like to settle the dispute on the terms dictated by the management but pressed their demands. It is further alleged that the management, with *mala fide* intention has recently shifted the Rightaids (Orient) Private, Ltd., to Madras and illegally retrenched all the employees refusing their most reasonable demand to the effect that such of those who desire a transfer be transferred to Madras and the rest absorbed in the Precision Engineers. It is further submitted that the management of Precision Engineers with a spirit of vindictiveness has since September 1967, recruited more than 100 unskilled new workers in preferenes to the retrenched employees of Rightaids (Orient) (P) Ltd., though they were qualified.

6. Now coming to the points of dispute, the first demand raised on behalf of the I Party Workmen relates to the providing of transport facilities or payment of Conveyance allowance in the statement of claim, the Union has submitted that every worker employed in the II Party concern should be provided with transport facilities or in the alternative be given conveyance allowance at the rate of Rs. 15 per month. In support, the Union has stated that the factories of the II Party are situated in the Old Madras-Bangalore Road which is more than 5 miles away from the places of residence of the workmen; that as the wages and D.A., which the workmen are getting are too low they cannot afford to spend their own money for going to the factory by bus or by train and that in similar concerns which are situated beyond the Corporation limits, Call-Buses are arranged by the management, and that therefore they have demanded free transport facilities by arranging Call-Buses or payment of conveyance allowance at the rate of Rs. 15 per month to each one of the workers employed in the II Party's factory. According to the Union, this demand is just, reasonable and within the capacity of the II Party management.

7. The second demand relates to the supply of uniforms, the Union has claimed that all the workmen of the II Party factory should be provided with two sets of uniforms per year. In support, the Union has stated that at present, only 60 per cent of the workmen employed in the II Party factory are supplied with uniforms and in respect of the remaining workmen, discrimination has been made by the management and they are not supplied with uniforms. This, according to the Union, is not in conformity with the practice prevailing in similar industrial establishments. It is pointed out that

in similar industrial concerns like B.E.L., H.A.L., H.M.T., N.G.E.F., and MICO, uniforms are given to all the workers without any exception and no discrimination has been made in respect of the supply of uniforms, and that therefore the same facility should be extended to the workmen of the II Party factory.

8. The next demand relates to supply of milk to the workmen employed in Plating, Polishing, Compression moulding, Die casting, Painting and Powder and Cream mixing sections. The Union has claimed that all the workmen employed in the above mentioned sections should be given half a litre of milk per day. The union has submitted that at present cash Milk allowance of 0.20 paise is paid to each of the workmen engaged in Polishing, Die Casting, Powder and Cream mixing Sections and not to the remaining catagories of workmen mentioned above, even though the jobs which they do are hazarduous and strenuous requiring extra nutrition. The Union has contended that 0.20 paise which the II Party management is now paying as Milk Allowance cannot fetch half a litre of milk and therefore, the Union does not want cash allowance. It has therefore urged that each of the workers engaged in the above sections should be given half a litre milk par day.

9. The 4th demand relates to the supply of shoes to the workmen employed in the Polishing Plating, Compression moulding, Die casting, Tool Room, Sheet Metal, Watch and Ward and Stores sections as also to Drivers, Boilermen and to all the workers of Ponds and to workers employed in Press. The Union has stated that at present only workers in the Polishing, Die casting and Watch and Ward section are supplied with a pair of shoes once in two years and its demand for the supply of shoes to the remaining categories of workmen mentioned above is quite just and reasonable in as much as the nature of the jobs which they do also warrants the wearing of shoes while on work.

10. The 5th demand relates to payment of Attendance Bonus. The Union has stated that the system of paying attendance bonus equivalent to 2 days wages inclusive of D.A. is existing in similar industrial concerns at Bangalore for regular attendance of the employees with tolerance of 2 days absence with leave, and that the II Party management which was paying attendance bouns in the past has unjustly discontinued it, and in these circumstances the II Party should be directed to pay attendance bouns to its workmen.

11. The 6th demand relates to the payment of Festival Advance. The Union has claimed that all the workers of the II Party concern should be paid one month's wages inclusive of D.A. for any one

of the festivals which the workers may choose, and that the same should be recovered in 12 monthly instalments. In support, it has submitted that most of the industrial concerns are giving this facility to all its workers, and therefore the demand made by the Union is not only fair and reasonable but is also in consonance with the practice prevailing in most of the industrial establishments.

12. The last demand raised on behalf of the workmen relates to the suspension of Mari and Hanumantha. It is contended by the Union that it is a common practice with the II Party management to issue warning notices and charge sheets on false and flimsy grounds which has created lot of unrest among the workers. Bundles of charge sheets are issued to almost all the workmen every year at the time of annual increments alleging habitual absenteeism. It is alleged that even where the machines or tools are damaged due to natural causes, heavy damages are recovered from the employees. Suspension on false and flimsy grounds without holding any enquiry is quite common. The Union has therefore stated that all these malpractices and harassment of workers should be discontinued by the management. It is further alleged by the Union that Mari was punished with suspension for one day on 16th February 1966 for alleged disobedience of lawful orders and Hanumantha was suspended for 4 days in October 1966 for alleged assault on the watchman; that in both these cases the workmen in question were not guilty of any misconduct and the punishment of suspension has been imposed on them whimsically without any enquiry and hence the order of suspension passed against these two workers should be cancelled and their wages for the period of suspension should be paid by the management.

13. In the counter statement, the II Party management has averred that the contentions of the I Party Union that Precision Engineers and Rightaids (Orient) Private, Ltd., were under the same management, is not true. It is said that M/s. Rightaids (Orient) (P) Ltd., was a private limited company registered under the Indian Companies Act, whereas the Precision Engineers are a Partnership Firm registered under the Indian Partnership Act. The Factory Licenses, E.S.I. and Provident Fund were registered separately. The financial year, Leave year and the standing orders of the two concerns are also different. Messrs. Rightaids (Orient) (P) Ltd., were the tenants of Precision Engineers. Some of the Executives and Staff Members of Precision Engineers were authorised to look after the administrative matters of M/s. Rightaids (Orient) (P) Ltd. It is further said that with effect from 30th September 1967, M/s. Rightaids (Orient) (P) Ltd., have closed down their operations at Bangalore and retrenched all their employees giving them compensation as per the provisions of Section 25F of the Industrial Disputes

Act, as well as bouns and other dues, and that since then they are carrying on their operations at Madras.

14. The II Party Management, in its counter statement has resisted each one of the demands made by the Union. In regard to the Union's demand for free transport facilities or in the alternative for payment or conveyance allowance, the management has denied its responsibility for the same and adds that the said demand is unreasonable. It is alleged that expenses incurred on transport or conveyance is covered by the D.A. and forms part of the cost of living and since the question regarding wages and D.A. is pending before the Wage Board for Engineering Industries, this demand cannot be entertained. It is further alleged that in as much as many of the workmen are residing in the neighbouring villages within a radius of three miles from the factory and in as much as pursuant to the settlement concluded on 3rd September 1966, before the Assistant Labour Commissioner and Conciliation Officer the II Party management helped the employees in securing Raleigh Cycles on hire purchase agreement payable in 15 easy equal monthly instalments, the demand of the Union is unreasonable. It has also contended that as a majority of the workers come on cycles and as there are a number of buses and train to the factory, there is no need to arrange for Call-buses. The Management in these circumstances has stated that the demand is untenable and should be disallowed.

15. As regards the claim of the Union for the supply of uniforms, it is submitted by the management that pursuant to the settlement entered into by the management with the Union before the Assistant Labour Commissioner and Conciliation Officer, the management is giving 2 sets of uniforms per year to the employees whose dress will be spoiled on account of the work in the factory; that more than 70 per cent of the workers have been provided with uniforms and hence the demand of the Union for providing two sets of uniforms to all the workers of the II Party on the assumption that there is discrimination, is not justifiable. It has urged that this demand should also be rejected.

16. In regard to the Union's demand for supply of free milk, the management has submitted that this demand in so far as it relates to Painting, Powder mixing and Cream mixing departments, has to be deleted since those departments are closed. With regard to the workers employed in the other sections or departments, the management has stated that the wages, D.A. and incentive which it is paying, are substantial and adequate to cover any expenses to recoup health. At present it is giving cash allowance of 0.20 paise per head to the polishers. In addition, it is also giving 20 paise as

Night Shift Allowance to those workers who work in night shifts. Thus, the Polisher, if he works in night shifts will be paid Re. 0.40 paise per day and in other shifts 0.20 paise per day. The employees of Compression moulding and Die casting are being given 0.20 paise per day as night shift allowance. There is no need to give any allowance to those employees who are in the Planting Section. It is further submitted by the management that these allowances are being given to the employees as per the earlier settlement entered into with the I Party Union before the Assistant Labour Commissioner and Conciliation Officer. It is urged that this allowance is not and cannot be linked to the market rate of milk. The management has further contended that there is no physical hardship and need for extra nutrition to these operators as contended by the I Party Union. It has urged that the demand for ½ a litre of milk instead of cash allowance is not justified as it would involve the payment of 0.60 paise per head per day at the present market rate.

17. As regards the claim of the Union for the supply of shoes, it is submitted by the management that as per the terms of the earlier settlement entered into with the I Party Union before the Assistant Labour Commissioner and Conciliation Officer, a pair of shoes once in two years is now being given to the employees of Polishing, Die casting and Watch and Ward sections and that those shoes normally last for more than two years. It has also submitted that as the Sheet Metal and Ponds Departments have been closed, the demand in respect of these has to be deleted and that the supply of shoes to the other categories of workmen is neither warranted nor justified and is therefore untenable. They have urged that this demand of the Union should be rejected.

18. Regarding the Unions demand for attendance bonus, the company has contended that the employees are expected to be regular in attendance. Introduction of any incentive schemes including attendance bonus should be voluntary and discritionery on the part of the management and it cannot be compelled to introduce the same. It has further contended that on account of the attractive wages and production incentive which it is paying to its workers, absenteeism has already declined; that a worker on an average earns about Rs. 5.50 per day and with incentive Rs. 8 per day and that if the demand of the Union is allowed, it would involve great additional financial burden and strain on the management.

19. In regard to the Union's demand for payment of Festival Advance, the management has contended that this demand cannot be entertained as most of the employees are earning considerable amount by way of wages, D.A. and incentive, etc.,—on average Rs. 200 per month. Alternatively it is submitted by the management

that the employees can be paid advance for the number of days worked up to the day the festival occurs in the month, the salary or wages which would be deducted from the total wages or salary payable for the month.

20. In regard to the suspension of Mari and Hanumantha, it is submitted by the management that both are not in their service; that Hanumantha, an employee of the Precision Engineers resigned on 20th July 1967 and Mari an employee of Rightaids (Orient) (P) Ltd., was retrenched from 30th September 1967 and that in these circumstances, this demand of the Union has to be deleted. It has further submitted that Mari in his letter dated 8th December 1967 has requested this tribunal to delete the demand in respect of him. The management in its counter statement has denied the allegations made by the Union in regard to the harassment of workers, issue of charge sheets and the recovery of damages from the workers concerned.

21. To the above counter statement, the I Party Union filed a Reply in which it denied the correctness of the allegations made by the management and reiterated the allegations made by it in its statement of claim.

22. In addition to the points of dispute scheduled in the order of Reference, the following issues arising out of the pleadings have been settled by this tribunal :—

"(1) Was a settlement concluded between the I Party and the II Party on 3rd September 1967 before the Assistant Commissioner of Labour by which 60 per cent of the employees were able to get Raliegh cycles with the aid of the II Party and therefore the demand in regard to transport facilities is unjust and unreasonable?

(2) Have 70 per cent of the workmen been supplied with uniforms under a settlement before the Assistant Commissioner of Labour on 9th June 1965 in 9/65-66 and is the demand in this behalf unjust and unreasonable?

(3) Does demand No. 7 arise for consideration in view of the fact that both Sri Mari and Hanumantha are not in the service of the II Party having resigned on 30th September 1967 and the former having given up his claim by his letter dated 8th December 1967?

(4) To what relief, are the parties entitled?"

23. In support of their respective case, both parties have let in evidence. On behalf of the I Party workmen, 7 witnesses, viz., (1) W.W. 1 Sri Kullappa, (2) W.W. 2 Sri K. N. Shamasundar,

(3) W.W. 3 Sri T. Goverdhan Rao, (4) W.W. 4 Sri Narayana Setty, (5) W.W. 5 Sri Srinivasan, (6) W.W. 6 Sri V. N. Gopinath, (7) W.W. 7 Sri B. Abraham have been examined, while the II Party management examined six witnesses, viz., (1) M.W. 1 Sri N. Venkatanagappa, (2) M.W. 2 Sri K. Narayan, (3) M.W. 3 Sri J. Chakravarthy, (4) M.W. 4 Sri M. R. K. Rao, (5) M.W. 5 Sri T. Srinivasa Murthy, (6) M.W. 6 Sri T. K Chandrasekhar and each party closed its case.

24. Now I proceed to take up the several points of dispute that have been referred to this tribunal for adjudication. The first point of dispute schedule in the Order of Reference relates to providing of transport facilities to the employees of the II Party factory to go to the factory from their places of residence and back, or pay conveyance allowance of Rs. 15 per month to every employee. The first issue settled by this tribunal, *viz.*,

> "Was a settlement concluded between the I Party and the II Party on 3rd September 1966 before the Assistant Labour Commissioner and Conciliation Officer by which 60 per cent of the employees were able to get Raleigh cycles with the aid of the II Party and therefore the demand in regard to transport facilities unjust and unreasonable?"

relates to the same matter and hence this issue can conveniently be considered together along with the first point of dispute. The Union has put forward a demand that the II Party management should provide transport facilities to its employees or pay conveyance allowance at Rs. 15 per month to every employees of the II Party. In support it has urged that the II Party factory is situated at a distance of more than 5 miles from the places of residence of the workmen which can only be reached by travelling by us or train; that as the wages and D.A. which the workmen are now getting are too low, they cannot afford to spend their own money for going to the factory by bus or by train; that in similar industrial concerns which are situated beyond the corporation limits; call buses are arranged by the management and hence the II Party should be directed to provide transport facilities to its employees or pay them conveyance allowance at the rate of Rs. 15 per month to every employee. The company has strongly resisted this demand saying that it is not its duty or responsibility to provide transport facilities to its workmen or to pay them conveyance allowance. According to it, it is the duty of the workmen to go to the workspot by making their own arrangement. It has submitted that in as much as many of the workers are residing in the neighbouring villages within a radious of 3 miles from the factory and that in accordance with the settlement concluded on 3rd September 1967 before the Assistant

Labour Commissioner and Conciliation Officer, the II Party Management has arranged to secure Raleigh cycles to most of its employees on hire-purchase agreement payable in 15 equal monthly instalments, the demand of the Union is unjustified and unreasonable. It has also contended that as a large majority of the workers come on cycles and as there are a number of buses and trains to the factory, there is no need to arrange for call buses. It has therefore submitted that the demand of the Union is most unreasonable and should be rejected. In support of this contention the management has relied upon the awards passed in the dispute between Firestone Tyre and Rubber Company of India, Ltd., *vs.* the Workmen (Office Staff) employed under it (1950 Industrial Court Reported, Bombay, page 481 at page 501) and also in the dispute between Tata Oil Mills, Bombay *vs.* Workmen employed under it (1951 Industrial Court Reporter, Bombay, page 494) wherein similar demands made by the workmen have been rejected.

25. The short point for consideration is as to whether the Union's demand for transport facilities or for payment of Conveyance allowance to its employees should or should not be allowed. As has been stated earlier, the main ground on which the union has claimed transport facilities or conveyance allowance is that the II Party is situated at a distance of more than 5 miles from the residential places of the workers and that as the II Party concern has not provided transport facilities to its workmen, they are obliged to go to the workspot either by bus or by tain which is expensive and inconvenient, and that as the wages that are now being paid are too low, they cannot afford to spend their own money for going to the workspot. In particular, the labour points to the practice prevailing in BEL, NGEF and ITI and contends that these concerns are providing transport facilities to their workers and that the same benefit should be made available to the workers employed in the II Party's factory. In support, the Union has examined three witnesses, W W. 3 Sri Goverdhan Rao, W.W. 4 Sri Narayan Setty and W.W. 5 Sri Srinivasan. W W. 3 Sri Goverdhan Rao is the Personnel Officer attached to BEL. According to him BEL is an Engineering Industry which manufactures electronic products and equipments and components and that the workers of BEL are provided with transport facilities. The next witness W.W. 4 Sri Narayan Setty is the Personnel Officer in NGEF. His evidence is that NGEF is an Engineering industry which manufactures motors, switch gears and transformers, and that pursuant to an agreement, the company is now temporarily giving transport facilities to 500 workmen and the rest are paid conveyance allowance at the rate of Rs. 10 per month and that the transport facilities which the company is now giving will be stopped in the near future in which event every workmen would be paid Rs. 10 per month towards conveyance allowance. The last witness

W.W. 5 Sri Srinivasan who is the Welfare Officer in ITI, has deposed that I.T.I. is an Engineering industry which manufactures telephones and telecommunication equipments and that out of 13,000 employees, only 8,000 have been provided with transport facilities. It may well be true that these concerns, as spoken to by the above said witnesses, may have been giving to their workmen transport facilities or pay them conveyance allowance. But the outstanding fact is that many of the engineering industries in Bangalore are not giving either transport facilities or conveyance allowance to their employees. It is proved by the evidence of W.W. 6 Sri Gopinath, M.W. 1 Sri N. Venkatanagappa, M.W. 2 Sri K. Narayana, M.W. 3 Sri J. Chakravarthy, W.W. 4 Sri M. R. K. Rao, that MICO. India Tin Industries (P) Ltd., Guest Keen William, Ltd., M.E.I., and Kirloskar Electric Company, are not providing transport facilities or paying conveyance allowance to their employees. This apart, it is highly significant to note that even B.E.L., N.G.E.F., and I.T.I. are giving transport facilities to their workers not in recognition of their rights but as a matter of concession and grace. W.W. 3, W.W. 4 and W.W. 5 have sworn that the employees are provided transport facilities subject to the availability of seats in the buses of the company which carry the workers to the factories. It is also equally clear from their evidence that all the workers employed in these factories are not given transport facilities and that many are in the waiting list to whom the company is not bound to provide transport facilities. It is thus seen that the transport facilities given to the workers of these three concerns is a matter of choice of these concerns and cannot appropriately be quoted as a precedent for a right or privilege of the employees. Further, while dealing with this aspect of the matter it is necessary to bear in mind that these concerns are not comparable to the II Party factory. Before comparing the establishment in question with these concerns, it would be obviously necessary for the industrial tribunal to compare these concerns in respect of their standing, their financial position, the extent of labour force employed by them and the extent of business, etc. It is in the evidence of W.W. 8 Goverdhan Rao that B.E.L. is a Central undertaking. It is also further seen from the evidence on record that N.G.E.F. is a company registered under the Indian Companies Act and all the shares are subscribed by the Government of Mysore. On the question of strength of the labour force, it appears from the evidence on record that the II Party company engages only 280 workers whereas B.E.L. appears to have 8,000 workers in its employment, N.G.E.F. 2,600 workers and I.T.I. 13,000 workers. Therefore in my opinion, the three concerns, viz., B.E.L., N.G.E.F., and I.T.I. on which reliance has been placed by the labour in support of their claim for transport facilities or for conveyance allowance, stand in a class by themselves and the II Party factory can stand no comparison with them. All this apart, it may be mentioned that industrial

tribunals have consistently taken the view that it is not the responsibility of the employer to give transport facilities to its workmen. It may be conceded that in a majority of cases, industrial labour is very badly in need of transport facilities and for going to the factory they have to go either by bus or by train which involves some inconvenience and expenditure. But this cannot afford any reasonable basis for compelling the management to provide transport facilities to its employees or pay them the bus fare or train fare which they spend for going to the factory. It is necessary to emphasise the fact that in considering the claims of the workers sympathetically on the ground of social justice, the interest of national economy and progress which are relevant cannot be overlooked and ignored. There can be no doubt that if the demand of the workers is upheld, that would inevitably impose an additional heavy financial strain and burden on the employer. In the present economic conditions of our industries it would be most unreasonable and inexpedient to impose this additional burden on the employer in the shape of transport facilities or conveyance allowance. Such an imposition may retard the progress of our industrial development and production and thereby prejudicially affect the national economy. Besides, such an imposition on the employer would ultimately be passed on by them to the consumer and that may result in increase in prices which is not desirable from a national point of view. So far as the present state of affairs of our national economy and the general conditions of our industries are concerned, it would be most undersirable to impose an obligation on the employer to provide transport facilities to his employees or pay them separate conveyance allowance. That is why the industrial tribunals have refused to entertain claims for transport facilities or for conveyance allowance made by the workmen against their employers. In the decisions cited on behalf of the management, it was urged by the employees that the employer should provide them with transport facilities or in the alternative pay them conveyance allowance, whereas the company contended that it was not its function and responsibility to provide the same. The employee's demand for transport facilities or for payment of conveyance allowance was rejected on the ground that there is really no obligation on the part of the employer to give the same to his employees.

26. Now coming to the facts of the present case, it is in evidence that a majority of the workers employed in the II Party's factory are staying in the neighbouring villages which are situated within radius of three miles from the factory. It is also seen from the evidence of M.W. 6 Sri T. K. Chandrasekhar, Personnel Manager of the II Party factory that on 23rd February 1966, the Union had raised several demands on behalf of the I Party Workmen (*vide* Exhibit M-7), one among them being in relation to the payment of Cycle Advance of Rs. 250 to every permanent employee of the II Party's

factory, and that persuant to a settlement entered into on 13th September 1966 before the Assistant Labour Commissioner and conciliation officer, 60 per cent of the employees were able to get Raleigh cycles on hire-purchase agreement because of the arrangement made by the II Party management with the Cycle dealer and that out of 281 employees employed in the II Party factory, 164 workers are coming on cycles to the factory. Further, the II Party factory is not located in a out-of-the-way place. It is in evidence that M.S.R.T.C. buses ply frequently through the factory once in every 15 minutes both before and after the work and that there is also a bus stop at the factory itself. The material on record further reveals that there are two trains, one in the morning and the other in the evening and that the train timings coincide wi h the working hours of the II Party factory. The demand for transport facilities have always been rejected by the Adjudicators where public transport facilities are available to the workmen (*vide* 1951 I.C.R. 1964 and 1951 I.C.R. 494). Furthermore, the workers have taken employment knowing the location of the factory and they have been used to coming to this distance all along either by cycle or by public conveyances. It is the duty of the workmen to come to the place of work and it is not at all the function or responsibility of the company to provide its workers with transport facilities. Even if some of the workers of the II Party factory come by bus or by train and incur some expenditure on that account, that is hardly a ground for giving them conveyance allowance. Having regard to all these facts and circumstances I am of the view that the Union's demand on this head cannot be granted. The demand of the Union for transport facilities or for payment of conveyance allowance is therefore rejected.

27. The second point for consideration is with respect to the supply of uniforms. The 2nd issue settled by this tribunal, *viz.*,

> "Have 70 per cent of the workmen been supplied with uniforms under a settlement before the Assistant Commissioner of Labour on 9th June 1965 in 9/65-66 and is the demand in this behalf unjust and unreasonable?"

relates to the same matter, and hence this issue as well as the 2nd point of dispute can conveniently be considered together. The Union has stated that at present, only 60 per cent of the workers employed in the II Party's factory are given uniforms and in regard to the rest, discrimination is made by the management and no uniforms are supplied to them. This according to the Union is not in conformity with the practice prevailing in similar industrial concerns and therefore they claims that all the employees working in the II Party factory should be provided wi h two sets of uniforms every year. The management has pointed out that it is an accepted

principle that it is not all but only such of those workmen whose clothes are likely to get soiled or damaged on account of the conditions of work that are to be supplied with uniforms; that the grant of uniforms to practically the whole body of workers is contrary to all precedents and imposes heavy financial burden on the concern; that pursuant to the settlement entered into on 9th June 1965 before the Assistant Labour Commissioner and Conciliation Officer, 70 per cent of the employees have been supplied with uniforms and that the Union's demand for the supply of uniforms to the remaining workers whose clothes are not at all soiled or damaged in the course of their work, is misconceived and should be rejected. In the course of arguments, it was submitted on behalf of the management that the II Party is willing and agreeable to give two sets of uniforms to all its confirmed employees except the Office staff subject to the condition, that the old uniforms should be returned by the workers while taking new uniforms, and that the employees to whom uniforms are supplied should wear them while on duty. Sri K. Subba Rao the learned advocate who appeared for the Union expressed his approval to the submission made on behalf of the management, the only point of difference being in relation to the return of the old uniforms. Sri K. Subba Rao vehemently contended that the management's insistence upon the return of the old uniforms is unwarranted and unjustified and hence no condition in regard to the return of the old uniforms should be imposed on the I Party workmen. This argument is sought to be met by Sri T. K. Chandrasekhar appearing on behalf of the management, by pointing out that in order to prevent and check the misuse of the new uniforms a direction in regard to the return of the old uniforms is quite necessary and essential. In support of this contention, he relied upon Tata Oil Mills Co., Ltd., *vs.* its workmen (1951 I.C.R. page 494) wherein it is observed as follows :—

> "It is necessary here to reproduce what the company has got to stay as to why it has insisted upon some of the articles of its uniforms to be returnable in particular. If they are not made returnable, the employees go about in tattered uniforms previously supplied converting the material of the newly issued uniforms to their private use. This misuse certainly deserves to be checked and prevented. I cannot therefore accede to the demand that the articles of the company's uniforms should be non-returnable."

In view of this decision, the objection of Sri K. Subba Rao is untenable and is therefore rejected. In these circumstances I direct the management of the II Party factory to provide two sets of uniforms every year to all its confirmed employees except the office staff. It is hereby further directed that the workers should wear

the uniforms while on duty and return the old uniforms to the management while taking new ones.

28. The next point of dispute relates to supply of milk to the Operators in the Plating, Polishing, Compression Moulding, Die casting, Painting, Powder and cream mixing sections. The Union has submitted that at present, the management is paying cash milk allowance of Rs. 0.20 paise to every workman engaged in the Polishing, Die-casting, Powder and Cream mixing sections but not to the remaining categories of workmen even though the jobs which they do are also hazarduous and strenuous requiring extra nutrition and that Re. 0.20 paise which the management is now paying as Milk Allowance cannot fetch half a litre of milk. It has therefore urged that every worker employed in the above sections should be provided with ½ a litre of milk per day. The Management, on the other hand, has contended that so far as the Painting and Powder and cream mixing sections are concerned, the demand of the Union does not survive in as much as those departments are closed. Regarding the workers employed in the remaining sections, the management has stated that at present, it is giving cash allowance of 0.20 paise per head to the Polishers and that no cash allowance is paid to the other categories of employees in question in as much as the work they do is neither hazarduous nor strenuous requiring extra nutrition. It has therefore urged that the Union's demand for supply of ½ a litre of milk per day is unjustified and should be disallowed.

There is no dispute that the Painting, Powder and cream mixing sections are closed and are not in existence. Therefore, so far as these sections are concerned, the Union's demand does not survive and has therefore to be rejected. Regarding the supply of milk to the workmen employed in the remaining sections, it is to be observed that the principal ground on which the Union claims the same is that the jobs which the workmen of these sections do are hazarduous and strenuous requiring extra nutrition. In this connection, reference may be made to the decision of the Supreme Court in M/s. J. K. Business machines, Ltd., *vs.* their workmen (Civil Appeal No. 247/65) wherein the demand made by the workmen on similar grounds has been rejected. In the said decision, their Lordships have observed that:—

> "If the work involved in the departments in question is hazarduous or more strenuous, the claim can legitimately be made for fixing a wage structure in regard to these workers, keeping in mind the strain and hazard involved in the discharge of their work, but we think, in the absence of any agreement between the parties, it will not be reasonable for the industrial tribunal to introduce the supply of ¼ seer of milk per head per day for the worker concerned."

It was held in this decision that the tribunal was in error in issuing the direction for the supply of ¼ seer of milk per day per head for the workers concerned. In view of this decision, the Union's demand for the supply of ½ a litre of milk per head per day is rejected. But, however, it may be mentioned that in the course of arguments it was submitted on behalf of the management that the II Party is agreeable to pay a cash allowance of Rs. 0.20 paise per head to the Platers. Hence I direct the management to pay Cash allowance of Rs. 0.20 paise per head per day for the workers employed in the Plating section also.

29. The 4th point of dispute is with respect to the supply of a pair of shoes per year to all the workers employed in the Polishing, Plating, Compression Moulding, Die-casting, Tool Room, Sheet Metal, Watch & Ward, Stores Ponds and Press Sections, and also to the Drivers and Boiler-men. At present the company is giving a pair of shoes once in 2 years to all the workers employed in the Polishing, Die-casting and Watch and Ward Sections. It is said that subsequent to the present Reference, the company is also giving a pair of shoes to some of the workers in the Tool Room Section. It is admittted that the Sheet Metal and Ponds Sections are since closed by the II Party management. Therefore with respect to these sections, the demand of the Union does not survive, and has to be rejected. In the course of arguments it was submitted on behalf of the management that the II Party is agreeable and willing to give a pair of shoes once in two years to every Plater who deals with acids. Therefore the point of difference between the parties is whether shoes should be supplied to the other categories of workmen, *viz.*, Compression Moulders, Drivers, Boiler-men, some of the workers employed in the Tool room and to the workers of Stores Section and if so, whether the supply of shoes should be once in two years as contended by the management or once in 12 months as demanded by the Union. It is the case of the management that the demand for the supply of shoes to the abovementioned categories of workmen is neither warranted nor justified, whereas according to the union, the practice prevailing in other similar industrial concerns as well the nature of the jobs which these categories of workmen perform in the II Party's factory do warrant the supply of shoes to them.

Therefore the first point that arises for consideration is as to whether the Union's demand for the supply of shoes to the Compression Moulders, Drivers, Boiler-men and to some of the workers employed in the Tool Room and to the workers employed in the Stores Section is justified. It appears to me that so far as drivers and Boiler-men are concerned, there is really no justification for denying them the supply of shoes. There is evidence that other industrial concerns in Bangalore are supplying shoes to their drivers.

It is proved by the evidence of W.W. 5 Sri Srinivasan and W.W. 6 Sri V. N. Gopinath that India Tin Industries and MICO are providing a pair of shoes to their drivers once in two years. Regarding Boiler-men, it is in evidence that there are only two workers employed in the said section. It is in the evidence of W.W. 7 Sri B. Abraham that the nature of the work which the Boiler-men do, does warrant the supply of shoes. According to him the duty of a Boiler-man is to put coal into the Bioler in the course of which there are chances of his stamping on the burning coal and ashes. Having regard to the practice prevailing in other Engineering concerns and considering the nature of work which the Boiler-men are required to do I am of the view that it is most unreasonable to deny the supply of shoes to drivers and Boiler-men. It is no doubt true that the supply of shoes to drivers and boiler-men would impose additional financial burden on the management. But looking at from the practical point of view and considering the number of persons that may have to be provided with the shoes, I do not think that this additional burden is incapable of being borne by the II Party management which is proved to be in a prosperous condition. With respect to the supply of shoes to the remaining categories of workmen referred to above, it has to be noted that the evidence in this regard is very unsatisfactory. W.W. 7 Sri B. Abraham has vaguely suggested in his evidence that the nature of the work which these workmen do does warrant the wearing of shoes. The management has refuted the evidence given by W.W. 7. Therefore, apart from making a vague and general statement, the Union has not adduced any satisfactory evidence by examining any independent and disinterested witnesses to prove that the nature of the jobs which these workmen do requires or necessitates the supply of shoes to them. In these circumstances, no case has been made out by the Union for the supply of shoes to Compression Moulders as well as to some of the workers employed in the Tool Room and to all the workers employed in the Stores section. The demand of the Union for the supply of shoes to these workmen is therefore rejected.

30. This takes us to the consideration of the question as to what should be the period that should be fixed for the supply of shoes. It is the case of the Union that the shoes which the management is now giving to some of its employees will not last even for one year, while according to the management the shoes which it is now giving to some of its workers, will normally last for more than 2 years. In my opinion, a period of 18 months is quite fair and reasonable.

31. In the light of the above I direct that besides those workers to whom shoes are now being supplied, the II Party management

shall also provide a pair of shoes once in 18 months to each of the drivers, boiler-men and plates who deal in acids. The demand of the union for the supply of shoes to others is rejected.

32. The 5th point of dispute relates to payment of Attendance Bonus. The Union desires that a scheme of Attendance bonus as an inducement for satisfactory attendance should be introduced. In the statement of claim it is pointed out by the Union that attendance bonus is being paid by similar industrial concerns in Bangalore to their employees and that the introduction of attendance bonus would reduce absenteeism and encourage the workers to be punctual and regular in attendance. The company has strongly resisted this demand by contending that under the contract of employment with the company, the workers are bound to attend on all the working days punctually and that the introduction of any incentive scheme including attendance bonus should be voluntary on the part of the management and it cannot be compelled to introduce this scheme. In view of these contentions raised on behalf of the parties, the short question that arises for consideration is as to whether the Union's demand for the introduction of attendance bouns should be allowed or not. It may well be true that the Union, through the evidence of the W.W. 3 Sri T. Goverdhan Rao and W.W. 5 Sri Srinivasan, has proved that B.E.L. and I.T.I. are paying attendance bonus to their workers. But the evidence on record discloses that attendance bonus is not generally paid to workers in many of the other Engineering industries in Bangalore. It is in evidence that N.G.E.F., MICO, Guest Keen Williams, M.E.I. and Kirloskar Electric Co., Ltd., are not paying attendance bonus to their workers. This apart, as already observed, B.E.L. and I.T.I. which are shown to pay attendance bouns to their workers are not comparable concerns to the II Party factory and the practice prevailing in those concerns cannot appropriately be quoted as a precedent for a right or privilege of the employees. It appears to me that by the contract of service the employees agree to come to the place of work on all working days unless prevented by sufficient reasons. In this context there is a little paradox, when the workmen demand that they should be paid bonus for coming regularly, *i.e.*, for performing a part of their elementary duties. In this connection it may be mentioned that in Bird & Co., *vs.* their employees (1950 LLJ 808) a similar question had come up for consideration and the workmen's demand for payment of attendance bonus was rejected. In the said decision, it is held that the demand for attendance bouns is a matter within the province of the management and the management cannot be compelled to introduce a scheme of attendance bonus. It is further held that it is not desirable to pay anything extra to a worker for properly discharging the obligations undertaken by him at the time

of his employment. In these circumstances, the demand of the Union for payment of attendance bonus is ill-founded and should be disallosed. This demand is accordingly rejected.

33. The 6th point of dispute relates to payment of Festival Advance. It appears that the II Party management was formerly giving every year a festival advance of Rs. 30 to every worker. It is proved by the evidence on record and it is not also in dispute that during the current year each worker is given festival advance of Rs. 50 recoverable in three monthly instalments. The Union contends that the amount of festival advance now being paid to them by the management is quite insufficient for celebrating the festival, and hence the management should be directed to pay at least a month's wages as festival advance and to recover the same in 12 equal monthly instalments. It should be initially stated that the evidence on record discloses that except NGEF none of the other engineering industries at Bangalore is paying to its worker's a month's wages as festival advance. In BEL, a sum of Rs. 75 per year is paid as festival advance to its workers and the same recovered in 10 equal monthly instalments. The workers of I.T.I. are given festival advance of Rs. 90 per year recoverable in 6 equal monthly instalments. MICO is giving to every worker a sum of Rs. 75 per year as festival advance and the same is recovered in seven monthly instalments. Considering the evidence on record and the circumstances of the case, I am of the view that it is just and reasonable to direct the management to pay a sum of Rs. 75 per year as festival advance to every worker for Ugadi festival and to recover the same in six equal monthly instalments. I direct the management accordingly.

34. The last point of dispute referred to this tribunal for adjudication consists of two parts, the first part of the demand relates to the discontinuance of the alleged harassment of the workers by issuing charge sheets and warning notices on false and frivolous grounds. In the statement of claim, it is contended by the Union that it is a common practice with the II Party management to issue warning notices and charge sheets on false and flimsy grounds which has created lot of unrest among the workers. Bundles of charge sheets are issued to almost all the workmen every year at the time of annual increments alleging habitual absenteeism. It is further alleged that even where the machineries or tools are damaged on account of natural causes, heavy damages are recovered from the employees and that suspension on flimsy and false grounds without holding an enquiry, is quite common in the II Party's concern. The Union has therefore urged that all these *mal practices* and harassment of workers should be discontinued by the management. In the counter statement the company has stoutly denied these allegations

made by the Union. Thus, the workmen were put to strict proof of their allegations. It is significant to note that apart from making general and wild allegations against the management, the Union has not let in any evidence in proof of the several allegations made by it against the management. In the absence of any evidence in this behalf, there is no justification to allow this demand of the Union. I therefore reject this part of the demand.

25. The 2nd part of the demand relates to the concellation of the order of suspension passed against Mari and Hanumanthappa. The 3rd issue settled by this tribunal, *viz.*,

> "Does demand No. 7 arise for consideration in view of the fact that both Mari and Hanumantha are not in the service of the II Party, the latter having resigned on 30th September 1967 and the former having given up his claim by his letter dated 8th December 1967?"

relates to the same matter and so both these can be conveniently considered together. During the course of arguments, Sri K. Subba Rao the learned advocate appearing for the Union, did not press this demand. Therefore this part of the demand raised by the Union is rejected.

36. In the result, I make an award in terms of the above findings on the several points of dispute and directions thereon. I make no order as to costs.

B. M. JAYAMAHADEVA PRASAD,
Presiding Officer,
Industrial Tribunal,
Bangalore-20.
27-12-68.